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CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA
GINA J. ISHMAN, CLERK

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

**RODNEY RUDOLPH d/b/a "R"
ENTERPRISE;**

Plaintiffs,

vs.

CASE NO. CV 2019-_____

**DAVID KING, individually;
MICHELLE BELCHER, individually;
FSI EVERGREEN ESTATES PROPERTY, LLC;
MERITUS COMMUNITIES, LLC; MERITUS
PROPERTY MANAGEMENT, LLC; and
FICTITIOUS DEFENDANTS "A", "B",
"C", "D", "E" and "F", whether
singular or plural, are
those persons' corporations, or entities
whose wrongful conduct caused or
contributed to cause the occurrence made
the basis of this lawsuit and who are
otherwise unknown to Plaintiff at this
time but whose true and correct names
will be substituted by amendment
when ascertained,**

Defendants.

JURY TRIAL DEMANDED

COMPLAINT

Statement of the Parties

1. Plaintiff Rodney Rudolph, d/b/a "R" Enterprise, hereinafter referred to as "Rudolph" and/or "Plaintiff", is over the age of nineteen and is a resident of Montgomery County, Alabama.

2. Defendant David King, individually, employee of Evergreen Estates, hereinafter referred to as "King" and/or "Defendant" is a resident of Alabama and over the age of nineteen years.

3. Defendant Michelle Belcher, individually, employee of Evergreen Estates, hereinafter referred to as "Belcher" and/or "Defendant" is a resident of Alabama and over the age of nineteen years.

4. Defendant FSI Evergreen Estates Property, LLC, hereinafter referred to "Evergreen Estates" and/or "Defendant", is a foreign limited liability company with its principal place of business in Bloomfield Hills, Michigan but doing business by agent in Montgomery County, Alabama.

5. Defendant Meritus Property Management, LLC, hereinafter referred to "Meritus Property" and/or "Defendant", is a foreign limited liability company with its principal place of business in Bloomfield Hills, Michigan but doing business by agent in Montgomery County, Alabama.

6. Defendant Meritus Communities, LLC, hereinafter referred to "Meritus Communities" and/or "Defendant", is a foreign limited liability company with its principal place of business in Bloomfield Hills, Michigan but doing business by agent in Montgomery County, Alabama.

7. Fictitious Defendants "A", "B", "C", "D", "E" and "F" whether singular or plural, are those persons, corporations, or entities whose wrongful conduct caused or contributed to cause the occurrence made the basis of this lawsuit and who are otherwise unknown to Plaintiff at this time but whose true and correct names will be substituted by amendment when ascertained.

8. The term "Defendants" is made to refer to all real and Fictitious Defendants described in the style of this Complaint.

Statement of the Facts

9. In May 2017, the Plaintiff entered into an agreement with the Defendants to set up mobile homes in Alabama.

10. The contractor required the Plaintiff to set up the mobile home and submit invoices for payment of the same.

11. The Plaintiff complied with the terms of the contract and began setting up mobile homes.

12. The Defendant paid the invoices of approximately \$34,000.00. However, the Plaintiff turned in over \$150,000.00 in invoices.

13. The Defendants, including David King and Michelle Belcher, through its agents, servants and employees made statements to entice the Plaintiff to perform the work, which he did.

14. David King and Fictitious Defendants were employed by Evergreen Estates and were acting within the line and scope of their employment and/or were acting as the agent, servant and/or employee of the Defendants and Fictitious Defendants.

15. Michelle Belcher and Fictitious Defendants were employed by Evergreen Estates and were acting within the line and scope of their employment and/or were acting as the agent, servant and/or employee of the Defendants and Fictitious Defendants.

16. The Plaintiff hand delivered all invoices to Evette (last name unknown), an employee of the Defendants, at Evergreen Estates.

17. The Plaintiff furnished the Defendants and Fictitious Defendants with the invoices. The payments were slow to the Plaintiff and Plaintiff asked the Defendant to purchase

the materials and he would just charge for labor. Evette (last name unknown) stated "No, we can't do that. The checks are being processed."

18. The Defendant, Michelle Belcher, replaced Evette (last name unknown). Defendant Michelle Belcher made a copy of all outstanding invoices and stamped the copies. Defendant Belcher assured Plaintiff Rudolph that he would be paid and to continue working.

19. The Defendants statements that the Plaintiff would be paid for his work were false, misleading and not true.

20. The Plaintiff relied upon the false, misleading statements of the Defendants to his detriment and has suffered damages.

21. In September 2017, Defendants stopped paying their obligation under the contract.

22. The sales contract called for the Defendants to pay money to the Plaintiff for setting up mobile homes.

23. Defendants purchased materials to perform the work, hired and paid employees to perform the work under the contract and performed under the contract.

24. As a result of the Defendants' conduct, the Plaintiff was injured as follows:

- (a) The Plaintiff has had to hire attorneys to pursue litigation for the collection of the unpaid monies;
- (b) The Plaintiff has not received monies as a direct result of the Defendants' actions;
- (c) The Plaintiff has suffered mental anguish and emotional stress and will continue to do so in the future; and
- (d) The Plaintiff has not received money as a direct result of the Defendants' actions;

- (e) The Plaintiff has lost money and interest on said money by the Defendants failure to pay said invoices; and
- (f) The Plaintiff has otherwise been injured and damaged.

COUNT ONE
(Breach of Contract)

25. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

26. At all times herein, the Plaintiff complied with the terms of the contract, but the Defendant did not.

27. The Defendants were under a contractual obligation with the Plaintiff to pay the invoices under the terms of the contract.

28. The Defendants breached their contractual obligations by failing and refusing to abide by the contract.

29. As a result of the Defendants' conduct, the Plaintiff was injured as stated in paragraph 24 above.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendants jointly and/or severally, in such amount of compensatory and punitive damages as a court deems proper, and awards attorney's fees, costs, and such other, more general and equitable relief as is deemed proper by the Court.

COUNT TWO
(Fraud/ Fraudulent Suppression)

30. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

31. The Defendants intentionally represented to the Plaintiff that the Defendants would perform under the contract at all material times hereto.

32. Defendants misrepresented to the Plaintiff the amount of money to be paid for mobile homes being set up and failed to pay invoices submitted for the work.

33. All fraudulent activity occurred in Montgomery County.

34. The Plaintiff relied upon the statements of the Defendants.

35. As a result of the Defendants' conduct, the Plaintiff was injured as stated in paragraph 24 above.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendants jointly and/or severally, in such amount of compensatory and punitive damages as a court deems proper, and awards attorney's fees, costs, and such other, more general and equitable relief as is deemed proper by the Court.

COUNT THREE
(Negligence/Wantonness)

36. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

37. Defendants negligently and/or wantonly bought more mobile homes for the Plaintiff to set up without paying Plaintiff.

38. Defendants misrepresented to the Plaintiff that he would get full payment for all work including the extra mobile homes that were bought.

39. The Plaintiff relied upon the misrepresentations of the Defendants, to the Plaintiff's detriment, and paid money to for all materials used without repayment.

40. As a result of the Defendants' conduct, the Plaintiff was injured as stated in paragraph 24 above.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendants, separately and severally, in such amount of compensatory and punitive damages as a court

deems proper, and attorney's fees, costs, and such other, more general and equitable relief as is deemed proper by the Court.

COUNT FOUR
(Fictitious Defendants)

41. Plaintiff realleges all prior paragraphs of the Complaint as if set out here in full.

42. Fictitious Defendants are those individuals and/or entities specifically enumerated in the caption above whose wrongful conduct caused or contributed to cause the occurrence made the basis of this lawsuit.

43. Fictitious Defendants' wrongful conduct formed the proximate cause and/or combined to form the proximate cause of damages suffered by Plaintiff as stated above.

WHEREFORE, Plaintiff demands judgment against Fictitious Defendants in such an amount of compensatory damages as a jury may award, a separate amount of punitive damages, plus interest and costs in this action.

RESPECTFULLY submitted this 30th day of April, 2019.

/s/ Michael G. Strickland
MICHAEL G. STRICKLAND (STR032)

/s/ Edward P. Kendall
EDWARD P. KENDALL (KEN028)

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